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January 25, 2007

RECEIVED

JAN 31 2007

Ravalli County Commissioners

Mr. Gene Kammerman  
WGM Group, Inc.  
P. O. Box 16027  
Missoula, MT 59808

Dear Mr. Kammerman:

Re: Signs on JCSSL L.L.C. Property

This is in response to your email regarding "Signs on John Blantik (sic) property (1-33s1/s2)." The property is owned by JCSSL L.L.C., of which John D. Blahnik is a member.

Enclosed is a copy of the deed which reserves the easement under which Lamar Advertising Company had placed signs on the property. The deed is to a 60 foot strip parallel to the highway and is described as follows:

A tract of land situated in the SE~~1~~<sup>4</sup>NE~~1~~<sup>4</sup> Section 12, Township 6 North, Range 21 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows:

Starting at the east 1/4 corner of Section 12, Township 6 North, Range 21 West, P.M.M., Ravalli County, Montana; thence West along the quarter section line 1489.5 feet to corner number one (1), the point of beginning of this survey; thence West along said quarter section line 60.7 feet to corner number two (2); thence North 08°56' East 900.0 feet to corner number three (3); thence East 60.7 feet to corner number (4); thence South 08°56' West along the west boundary of the Montana State Highway right of way 900.0 feet to corner number one (1), the point of beginning. Containing 1.24 acres more or less.

The deed reserves an easement:

"a. An easement over, along, upon, under and across the real property above described for the purposes of servicing, maintaining, repairing, expanding, replacing and installing two outdoor advertising signboards as in their present locations, and all equipment necessary or desirable for use therewith."

Lamar claims the easement is "in gross" and allows the placement of the signs anywhere within the deeded strip. We do not agree with that argument, as the easement specifically provides that the signs are to be "in their present locations." The deed was dated September 24, 1992. The Blahniks believe the easement would be extinguished when the signs were moved because of the highway expansion and, in

Mr. Gene Kammerman  
WGM Group, Inc.  
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fact, they were informed of that at the time they purchased the property.

Lamar previously provided us with a copy of the letter from the Commissioners that you sent me. Neither the Blahniks, JCSL L.L.C. nor the company that is leasing their property received notice of any hearing before the Commissioners. We do not believe the Commissioners were trying to interpret the deed, or otherwise affect the Blahniks' rights.

The Commissioner's letter specifically provides:

"It is also understood that this office did not grant a variance at the meeting..." (emphasis added)

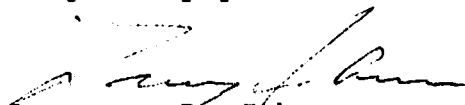
Ravalli County's sign ordinance at Section 5.00 Standards. Setbacks. provides that:

"All off-premise signs shall be set back a minimum of one-hundred (100) feet from the public right-of-way..."

Since the deeded strip was only 60 feet wide, complying with the sign ordinance would place the sign outside the reserved easement. Of course, it is my clients' position that Lamar has no right under the deed to move the signs even if a variance were granted.

In the event any further discussions are made with the Commissioners, please make sure all proper parties are given notice and an opportunity to be heard. By copy of this letter we are specifically requesting that the Commissioners give notice of any such meeting to me and JCSL L.L.C. (P. O. Box 87; Big Arm, MT 59910).

Very truly yours,



Lawrence D. Johnson

LDJ:lc  
enc.

cc: JCSL L.L.C.  
Ravalli County Commissioners ✓  
Blahnik Construction Inc.  
Lamar Advertising Company

BOOK 200 PAGE 169

368508

COUNTY

3 pages

## WARRANTY DEED

THIS INDENTURE, Made the 24<sup>TH</sup> day of September, 1992,  
 between HARWIN COMPANY, a partnership of Missoula, Montana,  
 Grantor, and DONALD E. OERTLI and PAULINE OERTLI, husband and  
 wife, as Joint Tenants With Right of Survivorship, as to an  
 undivided one-half interest, and ROBERT F. EVANOFF and KATHERINE  
 EVANOFF, husband and wife, as Joint Tenants With Right of  
 Survivorship, as to an undivided one-half interest, of \_\_\_\_\_  
 \_\_\_\_\_ P.O. Box 1230, Hamilton, Mt. 59840, Grantees,

## W I T N E S S E T H:

In consideration of the sum of Ten Dollars paid by the  
 Grantees to the Grantor, the Grantor hereby grants, bargains,  
 sells, conveys, warrants and confirms to the Grantees the  
 hereinafter described real property located in Ravalli County,  
 Montana in the following manner:

DONALD E. OERTLI and PAULINE OERTLI, husband and wife,  
 as Joint Tenants With Right of Survivorship, as to an undivided  
 one-half interest, and ROBERT F. EVANOFF and KATHERINE EVANOFF,  
 husband and wife, as Joint Tenants With Right of Survivorship, as  
 to an undivided one-half interest.

Property Description:

A Tract of land situated in the Southeast  
 quarter of the Northeast quarter of section  
 12, Township 6 North, Range 21 West, Montana  
 Principal Meridian. More particularly  
 described as follows:

Starting at the East quarter corner of  
 section 12, Township 6 North, Range 21 West;  
 thence West along the quarter section line a  
 distance of 1489.5 feet to corner number one  
 (1), the point of beginning of this survey;  
 thence West along said quarter section line a  
 distance of 60.7 feet to corner number two  
 (2); thence North 08° 56' East a distance of  
 900.0 feet to corner number three (3); thence  
 East a distance of 60.7 feet to corner number  
 four (4); thence South 08° 56' West along the  
 West boundary of the Montana State Highway  
 Right of Way a distance of 900.0 feet to  
 corner number one (1), the point of  
 beginning. Containing 1.24 acres more or  
 less.

Return to [Signature]

200-169 2

Recording Reference: Book 117 of Deeds, Page 274

SUBJECT TO:

1. Taxes and any assessment installments for 1992 and subsequent years.
2. Any easements or rights of way of record, or apparent.

Reserving unto the Grantor, its successors and assigns, (including, but not limited to, SUMMIT OUTDOOR ADVERTISING, INC.) the following easements:

a. An easement over, along, upon, under and across the real property above described for the purposes of servicing, maintaining, repairing, expanding, replacing and installing two outdoor advertising signboards as in their present locations, and all equipment necessary or desirable for use therewith.

b. An easement for view over, along, upon and across the real property above described. No landscaping, signs, structures, or impediments or obstacles to view of any nature shall be erected or suffered to exist on such real property which would in any manner obstruct the view of the outdoor advertising signboards described in 1., above enjoyed by traffic Southbound on U.S. Highway 93.

Together with all appurtenances.

The Grantor will WARRANT and DEFEND all right, title and interest of the Grantees in and to the above described real property and the quiet and peaceable possession thereof, against all acts of the Grantor and its predecessors in interest.

TO HAVE AND TO HOLD the above described real property unto the Grantees as Joint Tenants With Right of Survivorship, as to each undivided one-half interest, to the assigns of the Grantees of each undivided one-half interest, to the survivor and heirs and assigns of the survivor of each undivided one-half

Interest, Forever.

IN WITNESS WHEREOF, the Grantor has executed this  
Instrument on the day and year first hereinabove written.

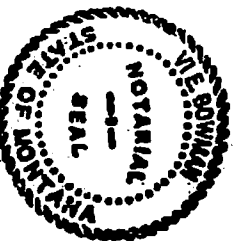
ELFRWIN COMPANY

BY *John M. Hardenburgh*  
John M. Hardenburgh  
Managing Partner

STATE OF MONTANA )  
                              : ss.  
County of Missoula )

On this 21st day of September in the year 1992, before  
me, the undersigned, a Notary Public for the State of Montana,  
personally appeared JOHN M. HARDENBURGH, known to me to be the  
Managing Partner of the Partnership that executed the within  
instrument and acknowledged to me that such Partnership executed  
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal the day and year in this certificate  
first above written.



*John M. Hardenburgh*  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at *Missoula, Montana*  
My commission expires: *12-30-95*